

HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff

v.

BLI NORTHWEST, INC., f/k/a DIAMOND  
B CONSTRUCTORS, INC.,

and

HARRIS PACIFIC NORTHWEST, LLC  
f/k/a HARRIS ACQUISITION IV, LLC,

Defendants.

NO. 2:18-cv-00926-RAJ

~~PROPOSED~~ ORDER  
APPROVING CONSENT DECREE

The Court, having considered the foregoing Consent Decree entered into by the parties,  
HEREBY ORDERS THAT the Consent Decree be, and the same hereby is, approved as the final  
decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with  
prejudice and without costs or attorneys' fees. The Court retains jurisdiction of this matter for  
purposes of enforcing the Consent Decree approved herein.

DATED this 16<sup>th</sup> day of January, 2020

  
THE HONORABLE RICHARD A. JONES  
UNITED STATES DISTRICT JUDGE

~~PROPOSED~~ CONSENT DECREE  
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EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
909 First Avenue, Suite 400  
Seattle, Washington 98104-1061  
Telephone: (206) 220-6883  
Facsimile: (206) 220-6911

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WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY  
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Plaintiff

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B CONSTRUCTORS, INC.,

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HARRIS PACIFIC NORTHWEST, LLC  
f/k/a HARRIS ACQUISITION IV, LLC,

Defendants.

CIVIL NO. 2:18-cv-00926-RAJ

[REDACTED] CONSENT DECREE

I. INTRODUCTION

1. This action originated when Charging Party Angela Watson filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC" or "Commission"). Ms. Watson alleged Defendant BLI Northwest Inc., f/k/a Diamond B Constructors Inc. ("Defendant BLI") discriminated against her in violation of Title I of the

[PROPOSED] CONSENT DECREE  
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TDD: (206) 220-6882

1 Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991 (“ADA”)  
2 when Defendant BLI unlawfully discharged her because of her disability.

3 2. On December 18, 2014, the EEOC issued a Letter of Determination with a finding  
4 of reasonable cause to believe that Diamond B Constructors, named in this lawsuit as Defendant  
5 BLI Northwest Inc., f/k/a Diamond B Constructors Inc. (“Defendant BLI”), violated the ADA.  
6 Thereafter, EEOC attempted to conciliate the charge and conciliation was unsuccessful.

7  
8 3. The Commission filed this lawsuit on June 25, 2018, in the United States District  
9 Court for the Western District of Washington alleging that Defendant BLI Northwest Inc., f/k/a  
10 Diamond B Constructors Inc. (“Defendant BLI”), and Defendants Creative Sustainable  
11 Solutions, Inc., Harris Acquisition IV, LLC, and Harris Contracting Company, dba Harris  
12 (collectively “Harris Defendants”) discriminated against Ms. Watson when they terminated her  
13 employment on the basis of her disability. The EEOC alleged that Harris Defendants are liable  
14 in this matter under the principles of successor liability based on the conduct of the predecessor  
15 company Defendant BLI. The EEOC has since confirmed that the proper Defendant entities are  
16 BLI Northwest Inc. f/k/a Diamond B Constructors, Inc., and Harris Pacific Northwest, LLC f/k/a  
17 Harris Acquisition IV, LLC. Pursuant to the stipulation of the parties, the EEOC has filed an  
18 Amended Complaint dismissing OneHarris, Inc. f/k/a Creative Sustainable Solutions, Inc. and  
19 Harris Contracting Company, dba Harris, as Defendants and all claims asserted against them, and  
20 naming BLI Northwest Inc. f/k/a Diamond B Constructors, Inc. and Harris Pacific Northwest,  
21 LLC f/k/a Harris Acquisition IV, LLC, as the named Defendants (collectively “Settling  
22 Defendants”). Pursuant to this stipulation, the Court has entered an Order of dismissal  
23 dismissing all claims asserted against OneHarris, Inc. f/k/a Creative Sustainable Solutions, Inc.  
24  
25

1 and Harris Contracting Company, dba Harris, with prejudice and without fees or costs to any  
2 party.

3 4. The parties want to conclude fully and finally all claims arising out of the EEOC's  
4 Amended Complaint and Ms. Watson's charge of discrimination filed with EEOC. The EEOC  
5 and Settling Defendants enter into this Consent Decree to further the objectives of equal  
6 employment opportunity as set forth in the ADA.

7  
8 II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT

9 5. This Consent Decree is not an adjudication or finding on the merits of this case  
10 and shall not be construed as an admission by Defendants of a violation of the ADA or any other  
11 laws. Defendants have denied that they have committed any alleged unlawful employment  
12 practices. The parties also recognize and admit that the alleged unlawful employment practices  
13 occurred before any of the Harris Defendants acquired Defendant BLI, and nobody who was  
14 employed by the Harris Defendants at the time of the alleged unlawful employment practices  
15 was involved in any way with any of the alleged unlawful employment practices. As an  
16 acquiring entity, however, Harris Pacific Northwest, LLC f/k/a Harris Acquisition IV, LLC is  
17 entering into this Consent Decree to resolve the dispute without admitting any unlawful  
18 employment practices. As the predecessor entity, Defendant BLI is entering into this Consent  
19 Decree as one of the Settling Defendants to the extent Defendant BLI has any employees, or  
20 could have any employees, who could complete any of the injunctive obligations of the Consent  
21 Decree, which it does not at this time.  
22  
23  
24  
25

III. JURISDICTION AND VENUE

6. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to Section 107(a) of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12117(a), which incorporates by reference Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII"), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

7. The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Western District of Washington.

IV. SETTLEMENT SCOPE

8. This Consent Decree is the final resolution of all allegations of unlawful employment practices contained in Ms. Watson's discrimination charge, in the EEOC's administrative determination, and in the EEOC Amended Complaint filed herein, including all claims by the parties for all forms of damages, injunctive or non-monetary relief, attorney fees and costs.

9. Settling Defendants will not condition the receipt of monetary relief on Ms. Watson's agreement to: (a) maintain as confidential the facts and/or allegations underlying her charge and the Amended Complaint and the terms of this Consent Decree; (b) waive her statutory right to file a charge with any governmental agency; (c) refrain from reapplying for a job with Settling Defendants; or (d) execute a non-disparagement and/or confidentiality agreement.

V. MONETARY RELIEF

10. Settling Defendants and/or their representatives shall pay Ms. Watson One Hundred Thousand Dollars (\$100,000.00) within fourteen (14) business days of the entry date of this Consent Decree. This payment shall reflect payment for non-wage compensatory damages. Ms. Watson shall provide Settling Defendants with a W-9 form within five (5) days of the entry of this Decree. Settling Defendants and/or their representatives shall make payment by check in the amount of \$100,000.00 made payable to Ms. Watson at an address that the Commission will provide to Settling Defendants. Settling Defendants and/or their representatives will issue an IRS form 1099 for this payment of non-wage damages.

11. Settling Defendants and/or their representatives shall simultaneously transmit a copy of the check made payable to Ms. Watson to:  
EEOC-SEFO\_COMPLIANCE@EEOC.GOV and SEFO\_BLI@eeoc.gov.

VI. INJUNCTIVE AND OTHER RELIEF

A. General Provisions

12. Settling Defendants, their officers, agents, managers, foremen, superintendents, safety officers, hiring officials, and human resources personnel who provide advice and assistance to the foregoing individuals are enjoined from engaging in practices which unlawfully discriminate against applicants and/or employees on the basis of disability or in retaliation for engaging in protected activity. In recognition of its obligations under the ADA, Settling Defendants shall institute the policies and practices set forth below.

13. During the duration of this Consent Decree, Settling Defendants will provide prior written notice to any potential purchaser of the Settling Defendants' businesses, or a purchaser of all or a portion of the Settling Defendants' assets, and to any other potential successor, of the

1 EEOC's lawsuit, the allegations raised in the EEOC's Amended Complaint, and the existence  
2 and contents of this Consent Decree.

3 B. Anti-Discrimination Policies and Procedures

4 14. Within seventy-five (75) days from January 1, 2020 and for its duration, Settling  
5 Defendants collectively shall have an anti-discrimination policy that prohibits discrimination and  
6 retaliation for engaging in protected activity, explains to employees their rights and  
7 responsibilities under EEO laws, and is subject to periodic updating to reflect changes in anti-  
8 discrimination laws. Settling Defendants' anti-discrimination policy will contain specific  
9 provisions relating to the Americans With Disabilities Act, as amended, with special emphasis  
10 on the employer's obligation to provide equal employment opportunities to employees and job  
11 applicants with disabilities, including those with any physical or mental impairments or  
12 conditions that the employer regards as or perceives as a disability, and the ADA's reasonable  
13 accommodation obligations. These policies will include, at a minimum, (a) an express statement  
14 of the ADA's prohibition against an employer discriminating against a qualified individual on  
15 the basis of disability in regard to job application procedures, hiring, and other terms, conditions  
16 and privileges of employment, including being subjected to a prohibited action because of an  
17 actual or perceived impairment; (b) an express description of how Settling Defendants and their  
18 managers, foremen, superintendents, safety officers, hiring officials, and human resources  
19 personnel must carry out hiring and employment practices and procedures with regard to an  
20 employee or job applicant who is disabled, is "regarded as" disabled, or is deemed unfit for duty  
21 due to an actual or perceived impairment; (c) an express description of its duty to engage in the  
22 interactive process, with an applicant or employee who is disabled, has a record of disability, or  
23 expresses a need for reasonable accommodation; (d) an express description of how an applicant  
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25

1 or employee may request a reasonable accommodation; (e) an express description of how their  
2 managers, foremen, superintendents, safety officers, hiring officials, and human resources  
3 personnel must respond to requests for reasonable accommodation or when aware that a  
4 reasonable accommodation may be necessary; and (f) an obligation to educate its officers,  
5 agents, managers, supervisors, hiring/interviewing officials, and human resource personnel about  
6 how to respond to such requests. The policies will state that they are promulgated at the  
7 direction of and with the endorsement by the highest level of Settling Defendants' management.  
8

9 15. Settling Defendants' anti-discrimination and anti-retaliation policies will include a  
10 complaint procedure for employees and applicants to ensure convenient access to points of  
11 contact for reporting and require a timely response by the company. The procedures shall: (a)  
12 identify multiple points of contact through which employees and applicants can lodge  
13 complaints, including phone numbers, addresses, and email addresses for those points of contact;  
14 (b) allow complaints to be submitted anonymously or verbally in the primary language of the  
15 employee, without need of submission of a written statement; (c) provide a method for  
16 documenting verbal complaints by management; (d) explain that Settling Defendants will  
17 conduct a thorough investigation after a complaint is made or received; (e) indicate that  
18 investigations will commence within five (5) days after a complaint is received and completed  
19 within thirty (30) days; (f) state that the confidentiality of complainants, victims and witnesses  
20 will be maintained to the extent feasible; (g) state that Settling Defendants will take appropriate  
21 corrective action upon determining that discrimination or retaliation has occurred; (h) state that  
22 complainants and witnesses will not be retaliated against or suffer any negative employment  
23 consequences for complaining or cooperating in an investigation; and (i) indicate that Settling  
24 Defendants will communicate to the complainant, within five (5) days of the conclusion of the  
25

1 investigation, the results of the investigation including a general description of the remedial  
2 actions taken or proposed, if any. The procedures shall also include a statement from a high-  
3 ranking company official stating that employees with complaints of discrimination and  
4 retaliation they experience or observe should come forward about them.

5 16. These policies and procedures listed in Paragraphs 14-15 shall be provided to the  
6 EEOC for review and comment no later than thirty (30) days prior to implementation. Within  
7 fourteen (14) days of receipt, the EEOC will advise Settling Defendants of any comments.  
8 EEOC agrees to review the proposed policies and procedures in good faith. Not later than ninety  
9 (90) days after January 1, 2020, Settling Defendants shall distribute a written copy of its EEO  
10 policies to all its employees, both management and non-management, by electronic transmission.  
11 This policy will also be distributed to every employee hired or re-hired during the duration of  
12 this Consent Decree.  
13

14 17. Policy Modifications. If Settling Defendants modify any of the policies listed in  
15 Paragraphs 14-15 above during the duration of the Consent Decree, Settling Defendants shall  
16 submit to the EEOC for its review and consideration the proposed modifications no later than  
17 thirty (30) days before adoption. Within fourteen (14) days of receipt, the EEOC will advise  
18 Settling Defendants of any comments. EEOC agrees to review the proposed modifications in  
19 good faith.  
20

21 C. Equal Employment Opportunity Training

22 18. Not later than ninety (90) days after January 1, 2020, Settling Defendants  
23 collectively shall provide a two-hour EEO training to all of their existing General Foreman or  
24 above, Safety Officers (to the extent they are not already included in the General Foreman  
25 category), and the human resources personnel who provide advice and assistance to them at

1 Settling Defendants' facilities in Washington State. In addition, in anniversary year 3 of entry of  
2 this Consent Decree, Settling Defendants shall provide another two-hour EEO training to all  
3 General Foreman or above, Safety Officers (to the extent they are not already included in the  
4 General Foreman category), and human resources personnel who provide advice and assistance  
5 to them at Settling Defendants' facilities in Washington State. These trainings, shall include, at a  
6 minimum, an overview of the ADA and its anti-retaliation provisions with special emphasis on:  
7 (a) the ADA's prohibition against discriminating against a qualified individual on the basis of  
8 disability in regard to job application procedures, hiring, and other terms, conditions and  
9 privileges of employment, including being subjected to a prohibited action because of an actual  
10 or perceived impairment whether or not the impairment limits or is perceived to limit a major life  
11 activity; (b) an employer's duty to engage in the interactive process, with an applicant or  
12 employee who is disabled, has a record of disability, or expresses a need for reasonable  
13 accommodation; (c) how an applicant or employee may request a reasonable accommodation; (d)  
14 how Settling Defendants' managers, foremen, superintendents, safety officers, hiring officials,  
15 and human resources personnel at the Settling Defendants' facilities in Washington State must  
16 respond to requests for reasonable accommodation or when aware that a reasonable  
17 accommodation may be necessary, including what factors will be considered in approving or  
18 denying the requested accommodation, the type of information an employee or applicant must  
19 submit to support the requested accommodation and the time frame for approval or denial; (e)  
20 the obligation under the ADA to conduct an individualized assessment of an applicant or  
21 employee's present ability to safely perform the essential functions of the job where an  
22 individual or disability poses a direct threat to the health or safety of self or others in the  
23 workplace; and (f) a procedure to track requests for accommodation by applicants or employees  
24  
25

1 with disabilities or any applicants who are deemed unfit for duty due to an actual or perceived  
2 impairment and report this information to the EEOC as set forth below. Settling Defendant will  
3 provide reasonable accommodations as necessary for any attendees with a disability.

4 19. For the duration of this Consent Decree, Settling Defendants shall provide the  
5 policies and procedures listed in Paragraphs 14-15, either in hard copy or available  
6 electronically, to all its employees at Settling Defendants' facilities in Washington State at the  
7 time of new hire, and shall discuss them with the new hires if they have any questions about  
8 them.  
9

10 20. The trainings described in Paragraph 18 shall be developed and conducted by a  
11 person or entity with established training or experience in conducting anti-discrimination and  
12 anti-retaliation training with an emphasis on the ADA, which may include counsel in this  
13 litigation for the Settling Defendants, representatives of the Settling Defendants with the  
14 requisite training or experience, or may be presented by webinar in lieu of live training. All  
15 training materials must be submitted to the EEOC for review and comment no later than thirty  
16 (30) days prior to holding the first training sessions. Within fourteen (14) days of receipt, the  
17 EEOC will advise Settling Defendants of any comments. EEOC agrees to review the proposed  
18 training materials in good faith. The costs of training shall be borne by Settling Defendants.  
19

20 21. For the duration of this Consent Decree, Settling Defendants shall notify the  
21 EEOC of the completion of the training described in Paragraph 18 and shall specify the name  
22 and job title of the individual who participated in and completed the training. This information  
23 shall be provided as part of the report Settling Defendants submit to the EEOC.  
24  
25

1     D.     Non-Disclosure of Information

2           22.     Settling Defendants shall not disclose any information or make reference to any  
3 charge of discrimination or this lawsuit in responding to requests for information about Ms.  
4 Watson, except Settling Defendants may disclose such information to its attorneys, accountants,  
5 and tax advisors, or similar professionals, or as otherwise required by law or subpoena. Settling  
6 Defendants shall ensure no charge or allegation of discrimination against Settling Defendants,  
7 including allegations raised in this lawsuit, is included in Ms. Watson's personnel file. In  
8 addition, Settling Defendants shall respond to any inquiries by potential employers by stating  
9 only: "Consistent with our usual practices, we can only confirm Ms. Watson's dates of  
10 employment and position held. Ms. Watson was employed with us from March 4, 2015 through  
11 March 28, 2015 and held a position as a Rigger." To the extent any such inquiries are requested  
12 in writing, Settling Defendants shall respond by providing only Ms. Watson's dates of  
13 employment and position held.  
14

15     E.     Policies Designed to Promote Accountability

16           23.     The policies required by Paragraph 14 shall include performance policies and  
17 standards that specifically state that all managers, foremen, superintendents, safety officers,  
18 hiring officials, and human resources personnel have a duty to ensure compliance with its EEO  
19 policies. Settling Defendants agree that Settling Defendants shall impose discipline, up to and  
20 including termination of employment, upon any managers, foremen, superintendents, safety  
21 officers, hiring officials, and human resources personnel who Settling Defendants determine  
22 have discriminated against any applicant and/or employee on the basis of disability, or who they  
23 determine have retaliated against any person who complains about or participates in any  
24 investigation or proceeding concerning any allegation of discrimination.  
25

1           24. During the pendency of this Consent Decree, Settling Defendants shall make  
2 available a human resources official, or other appropriate personnel responsible for handling  
3 disability-related employment matters, for audits made upon request by EEOC to determine  
4 compliance with this Consent Decree. EEOC shall provide notice of audit subject matter not  
5 later than ten (10) business days in advance but, at a minimum, the audit shall include whether  
6 Settling Defendants have denied disability-related reasonable accommodation to any individual  
7 and whether Settling Defendants have received any complaints about discrimination against  
8 individuals based on disability. Any requested audit will be conducted at a mutually agreeable  
9 time and place.

11       F.     Reporting

12           25. Settling Defendants shall agree to report to the EEOC in anniversary years one  
13 and three of entry this Consent Decree. The report shall be in writing and submitted to:  
14 EEOC-SEFO\_COMPLIANCE@EEOC.GOV and SEFO\_BLI@eeoc.gov. The reporting period  
15 will run from the date of the entry of this Consent Decree.

17           26. These year 1 and year 3 reports shall contain the following information and  
18 attachments:

19           a. Certification that Settling Defendants have:

- 20           1. Continued to maintain its written EEO policies and procedures and  
21 distributed copies of its EEO policy as described in Paragraphs 14-16 and  
22 Paragraph 19;
- 23           2. Complied with the training provisions enumerated in this Consent Decree,  
24 as provided in Paragraph 18 and provide a list of all attendees, with job  
25 titles, for each training completed with respect to training as provided in  
Paragraph 18;

3. Continued to promote accountability of managers, foremen, superintendents, safety officers, hiring officials, and human resources personnel as required by Paragraph 23;

4. Complied with the Notice Posting provision as described in Paragraph 28 below; and

4. Complied with all other provisions of this Consent Decree.

b. Copies of the following documents shall be included with each report submitted to the Seattle Field Office of the EEOC:

1. A copy of the Settling Defendants' EEO policy and procedures maintained in accordance with the provisions of this Consent Decree;

2. A copy of the Settling Defendants' current EEO policy and a list of any changes, modifications or revisions to its EEO policies and procedures, if any, which concern or affect the subject of discrimination or retaliation;

3. A summary of internal formal or informal disability discrimination or disability retaliation complaints, if any, reported in writing by employees or applicants of the Settling Defendants or documented by the human resource department consistent with the complaint mechanism described in Paragraph 15, identified by name, the actions taken by the company and the resolution of each such complaint;

4. The name, home address, home and cell phone numbers and email address for any complainant(s);

5. A verification of the names and job titles of the Settling Defendants' personnel who completed EEO training pursuant to Paragraph 18 and the dates the training was conducted during the reporting period.

27. If applicable, Settling Defendants shall submit a statement with its report to the EEOC specifying the areas of noncompliance, the reason for the noncompliance, and the steps that shall be taken to bring Settling Defendants into compliance.

1 G. Posting

2 28. Settling Defendants shall post a Notice to All Employees. This Notice is attached  
3 as Exhibit 1 to this Consent Decree. The Notice shall be conspicuously posted on bulletin board  
4 at Settling Defendants' office in Bellingham for three years for the entry of this Consent Decree,  
5 and inside Settling Defendants' trailer(s) located at the Marathon Refinery site for one year of  
6 the entry of this Consent Decree.  
7

8 VI. ENFORCEMENT

9 29. If the EEOC determines that Settling Defendants have not complied with the  
10 terms of this Consent Decree, the EEOC shall provide written notification of the alleged breach  
11 to Settling Defendants. The EEOC shall not petition the Court for enforcement of this Consent  
12 Decree for at least thirty (30) days after providing written notification of the alleged breach. The  
13 30-day period following the written notice shall be used by the EEOC and Settling Defendants  
14 for good faith efforts to resolve the dispute. If the EEOC petitions the Court and the Court finds  
15 Settling Defendant to be in substantial violation of the terms of the Decree, the Court may extend  
16 the duration of the Consent Decree.  
17

18 VII. RETENTION OF JURISDICTION

19 30. The United States District Court for the Western District of Washington shall  
20 retain jurisdiction over this matter for the duration of this Consent Decree.  
21

22 VIII. DURATION AND TERMINATION

23 31. This Consent Decree shall be in effect for three (3) years from the date of entry of  
24 the Decree. If the EEOC petitions the Court for breach of this Consent Decree, and the Court  
25

finds Settling Defendants to be in violation of the terms of the Consent Decree, the Court may extend the duration of this Consent Decree.

Dated this 14th day of JANUARY 2020.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

ROBERTA L. STEELE  
Regional Attorney

SHARON FAST GUSTAFSON  
General Counsel

JOHN F. STANLEY  
Supervisory Trial Attorney

JAMES L. LEE  
Deputy General Counsel

MAY R. CHE  
Senior Trial Attorney

GWENDOLYN Y. REAMS  
Associate General Counsel

909 First Avenue, Suite 400  
Seattle, WA 98104-1061  
Telephone (206) 220-6919  
Facsimile (206) 220-6911  
may.che@eeoc.gov

Office of the General Counsel  
131 M Street, N.E.  
Washington, D.C. 20507

BY: /s/ Roberta L. Steele  
Roberta L. Steele

*ATTORNEYS FOR PLAINTIFF EEOC*

DAVID W. SILKE  
GORDON REESE SCULLY MANSUKHANI, LLP  
701 Fifth Avenue, Suite 2100  
Seattle, WA 98104  
Telephone (206) 695-5112

BY: /s/ David W. Silke  
David W. Silke

*ATTORNEYS FOR DEFENDANTS*



### NOTICE TO EMPLOYEES

This notice has been posted pursuant to the settlement of a lawsuit filed against BLI Northwest Inc., f/k/a Diamond B Constructors Inc. and Harris Pacific Northwest, LLC f/k/a Harris Acquisition IV, LLC (jointly the "Company"), Western District of Washington, Case No. 2:18-cv-00926-RAJ. The settlement terms are contained in a document filed with the Court and available to the public called a "Consent Decree." In accordance with the Consent Decree, the Company will provide anti-discrimination training to all of its existing General Foreman or above, Safety Officers (to the extent they are not already included in the General Foreman category), and the human resources personnel who provide advice and assistance to them at The Company's facilities in Washington State; implement policies to ensure ADA compliance; provide its EEO policy to all employees; implement policies to ensure accountability with regard to anti-discrimination practices; and report to the EEOC all complaints of disability discrimination or retaliation it receives from its employees for the next three (3) years.

Federal law prohibits an employer from discriminating against any individual based on the individual's disability with respect to hiring, promotion, demotion, terms and conditions of employment and/or termination. Federal law also prohibits an employer from allowing any employee to be harassed because of disability, age, race, color, sex, religion and national origin. It is also unlawful for an employer to retaliate against any individual because he or she complains of discrimination or harassment, cooperates with any company or government investigation of a discrimination or harassment charge, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

Should you have any complaints of discrimination or retaliation you should contact [DEFENDANTS CONTACT BY NAME AND PHONE NUMBER].

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle Field Office, at 909 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206.220.6884, 1.800.669.4000.

**This notice shall remain prominently posted at the Company's office in Bellingham, Washington until [month and day], 20\_\_, and inside the Company's trailer(s) located at the Marathon Refinery site, until [month and day], 20\_\_. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.**